

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400081

PRINT DATE: 09/18/12

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SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1232013600
SIMCO LOGISTICS INC T/AJACK & JILL ICE
101 COMMERCE DRIVE
MOORESTOWN, NJ 08057
(856)813-2300

REFER QUESTIONS TO:

MARGIE HAJIANTONI
(410)767-3039
MARGARET.HAJIANTONI@DGS.STATE.MD.US

ITB: 001IT818857

EXPR DATE: 08/01/15
POST DATE: 07/25/12

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

CONTRACT MODIFICATION: TO ADD PRODUCT CODES AND INFORMATION, AND
DELETE LINE 0012 WHICH WAS LISTED IN ERROR.

* REGIONAL CONTRACT FOR ICE CREAM *
* FOR *
* EASTERN SHORE REGION *

CONTRACT TERM: AUGUST 1, 2012 THRU JULY 31, 2015.

TO FURNISH THE STATE OF MARYLAND AGENCIES WITH THEIR REQUIREMENTS FOR ICE CREAM, SHERBET AND NOVELTIES FOR THE DURATION OF THE CONTRACT.

ITEMS MAY BE ADDED OR DELETED FROM THIS CONTRACT AS REQUIRED.

THIS CONTRACT IS A FIXED PRICE CONTRACT WITH ADJUSTMENT. PRICE ADJUSTMENTS WILL BE ALLOWED PER THE TERMS BELOW UNDER "PRICE ESCALATION/DE-ESCALATION."

SCOPE OF USERS: EASTERN SHORE OF MD (INCLUDING, BUT NOT LIMITED TO: HOLLY CENTER, EASTERN SHORE HOSPITAL CENTER, DEER'S HEAD CENTER, EASTERN CORRECTIONAL INSTITUTE, EASTERN PRE-RELEASE UNIT, POPULAR HILL PRE-RELEASE UNIT AND LOWER EASTERN SHORE CHILDREN'S CENTER).

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TERMS (cont'd):

PROCESSING FEE:

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PRICE ESCALATION/DE-ESCALATION: ALL PRICES QUOTED MUST REMAIN FIRM FOR A MINIMUM OF 180 CALENDAR DAYS FROM THE EFFECTIVE DATE OF THE CONTRACT. UPON WRITTEN REQUEST TO THE PROCUREMENT OFFICER, PRICE ESCALATIONS WILL BE CONSIDERED ONLY AT THE END OF THIS PERIOD AND ONLY WHERE VERIFIED TO THE SATISFACTION OF THE PROCUREMENT OFFICER.

THE REQUEST MUST BE RECEIVED AT LEAST FIFTEEN (15) CALENDAR DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE INCREASE. THE STATE RESERVES THE RIGHT TO ACCEPT OR REJECT SUCH INCREASE WITHIN FIFTEEN (15) CALENDAR DAYS. IF REJECTED, THE SUPPLIER MAY CANCEL WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF SAID REJECTION WITH FIFTEEN (15) CALENDAR DAYS PRIOR WRITTEN NOTIFICATION. IN THE EVENT OF ANY DECREASE IN PRICE, EITHER BY REASON OF MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

THE PRICE INCREASE WILL BE BASED ON THE U. S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS (BLS) PRODUCER PRICE INDEX (PPI) FOR ICE CREAM AND FROZEN DESSERTS, NUMBER WPU023402 NOT SEASONALLY ADJUSTED FOUND AT WWW.BLS.GOV/PPI/. THE INCREASE WILL BE BASED ON THE MOST RECENT SIX-MONTH STATISTICS AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE REQUEST.

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TERMS (cont'd):

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. STATE USING AUTHORITIES AND INCLUDE FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

DELIVERY:

SUCCESSFUL VENDOR SHALL PROVIDE SUITABLE LOCKING FREEZER, AT NO ADDITIONAL COST, UPON REQUEST OF EACH USING AGENCY FOR THE DURATION OF THE CONTRACT.

THE MINIMUM DELIVERY SHALL BE NOT LESS THAN \$100.00 OR MORE ON ANY ITEM OR COMBINATION OF ITEMS PER SINGLE DELIVERY. ON ORDERS UNDER \$100.00 PER SINGLE DELIVERY THE VENDOR MAY ELECT TO ADD A DELIVERY CHARGE NOT TO EXCEED THE LESSER OF: (1) THE ACTUAL DELIVERY COSTS INCURRED BY THE VENDOR OR (2) \$8.00. DELIVERY CHARGES WILL APPEAR AS A SEPARATE LINE ITEM ON INVOICES.

AGENCIES WILL ESTABLISH DELIVERY SCHEDULES WITH VENDOR AFTER AWARD. AGENCIES WILL ENDEAVOR TO USE VENDORS ESTABLISHED ROUTE DELIVERY SCHEDULES AS MUCH AS PRACTICAL.

INSTITUTION SHALL PLACE ORDERS SO AS TO PERMIT VENDOR SUFFICIENT TIME TO PROCESS ORDER AND DELIVERIES WILL BE SCHEDULED ACCORDING TO REGULAR DELIVERY DAYS FROM EACH LOCATION. SCHEDULED DELIVERIES WILL BE RECEIVED BY THE INSTITUTION DURING THE REGULAR HOURS THAT THEIR RECEIVING DEPARTMENT IS OPEN (UNLESS SPECIAL INSTRUCTIONS APPEAR ON INDIVIDUAL ESTIMATE SHEET).

DELIVERY TO EACH LOCATION:

HOLLY CENTER	MON <input checked="" type="checkbox"/>	TUES <input type="checkbox"/>	WED <input type="checkbox"/>	THURS <input checked="" type="checkbox"/>	FRI <input type="checkbox"/>
EASTERN SHORE HOSP CTR.	MON <input checked="" type="checkbox"/>	TUES <input type="checkbox"/>	WED <input type="checkbox"/>	THURS <input checked="" type="checkbox"/>	FRI <input type="checkbox"/>
DEER'S HEAD CTR.	MON <input checked="" type="checkbox"/>	TUES <input type="checkbox"/>	WED <input type="checkbox"/>	THURS <input checked="" type="checkbox"/>	FRI <input type="checkbox"/>
EASTERN CORR INST.	MON <input checked="" type="checkbox"/>	TUES <input type="checkbox"/>	WED <input type="checkbox"/>	THURS <input checked="" type="checkbox"/>	FRI <input type="checkbox"/>
EASTERN PRE-RELEASE UNIT	MON <input checked="" type="checkbox"/>	TUES <input type="checkbox"/>	WED <input checked="" type="checkbox"/>	THURS <input type="checkbox"/>	FRI <input type="checkbox"/>
POPULAR HILL PRE-RELEASE UNIT	MON <input checked="" type="checkbox"/>	TUES <input type="checkbox"/>	WED <input type="checkbox"/>	THURS <input checked="" type="checkbox"/>	FRI <input type="checkbox"/>
LOWER EASTERN SHORE CHILD CTR	MON <input checked="" type="checkbox"/>	TUES <input type="checkbox"/>	WED <input type="checkbox"/>	THURS <input checked="" type="checkbox"/>	FRI <input type="checkbox"/>

IN THE EVENT THE SELECTED VENDOR DOES NOT FULLY COMPLY WITH THE CONTRACT REQUIREMENTS, SPECIFICALLY DELIVERY REQUIREMENTS AND PRODUCT SPECIFICATIONS, THE STATE MAY NOT ACCEPT THE NONCOMPLIANT PRODUCT OR PRODUCTS FROM THE VENDOR, BUT MAY PURCHASE COMPLIANT PRODUCTS ON THE OPEN MARKET. ADDITIONAL ACQUISITION COSTS INCURRED BY THE AGENCY WILL BE CHARGED TO THE DEFAULTING VENDOR AND MAY BE DEDUCTED DIRECTLY FROM ANY OPEN INVOICES WITH THE DEFAULTING VENDOR. INVOICE PROCESSING WILL BE DELAYED PENDING DEVELOPMENT AND ASSESSMENT OF CHARGES.

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TERMS (cont'd):

SUBSTITUTION MAY NOT BE MADE WITHOUT PRIOR CONSENT OF THE ORDERING AGENCY.

VENDOR SHALL ONLY ACCEPT AND AGENCY PERSONNEL SHALL SUBMIT ORDERS ONLY TO VENDOR AWARDED THEIR REGION. ORDERS OUTSIDE THE RESPECTIVE REGION MUST MEET THE CRITERIA OF THE "OPEN MARKET CLAUSE" OF THE CONTRACT.

OPEN MARKET CLAUSE: THE USING AGENCY MAY PURCHASE ON THE OPEN MARKET THE ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN THE CASE OF EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:

MARGARET.HAJIANTONI@DGS.STATE.MD.US
HOWARD.MCLAIN@DGS.STATE.MD.US

INVOICES ARE TO BE SUBMITTED DIRECTLY TO THE ORDERING AGENCY REFLECTING THE BLANKET PO NUMBER, THE AGENCY PO NUMBER, QUANTITY, ITEM UNIT PRICE, EXTENDED PRICE AND INVOICE TOTAL.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

PRODUCT DELIVERED UNDER THE CONTRACT SHALL CONFORM IN EVERY RESPECT TO TITLE 21, CODE OF FEDERAL REGULATIONS AND ALL APPLICABLE STATE AND CITY HEALTH LAWS AND REGULATIONS.

DURATIONS: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY

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(30) DAYS WRITTEN NOTICE.

ESTIMATED QUANTITIES ARE APPROXIMATE AND MAY VARY. ESTIMATED QUANTITIES REPRESENTED IN THIS SOLICITATION ARE NOT WARRANTED OR GUARANTEED BY THE STATE OF MARYLAND. THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE PRICE BID, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	38045-100001	DZ	10.3600

CHIPWICH, COOKIE TYPE WAFER SANDWICH WITH CHOCOLATE CHIP COATED ICE CREAM.
014029 24/CS

0002	38045-100005	DZ	5.4200
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ICE CREAM SANDWICH, NEOPOLITAN ICE CREAM, 24/5 OUNCE
014027 24/CS, VANILLA

0003	38045-100006	DZ	3.8800
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ICE CREAM ECLAIR, CHOCOLATE, 3 OZ MIN.
018214, 24/CS

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0004	38045-180000	GL	5.9000

ICE CREAM, BULK, 3 GALLON, ROLLING MEADOW
8210XX VANILLA, CHOCOLATE, STRAWBERRY, COOKIES N CREAM, MINT

0005	38045-182100	DZ	4.9400
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ICE CREAM CONES, FILLED WITH VANILLA ICE CREAM, CHOCOLATE COATED,
WITH NUTS.
014023, 24/CS

0006	38045-180050	DZ	3.5000
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ICE CREAM: STYROFOAM CUPS, 4 FLUID OUNCES
ICE CREAM, STYROFOAM CUPS, 4 FLUID OUNCES, 24/CS
VANILLA 011501, CHOCOLATE 011502, STRAWBERRY 011503,
VANILLA/CHOC. 011536

0007	38045-220702	DZ	4.0700
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CHOCOLATE COATED ICE CREAM BARS, 3 OUNCE, 24/CS
014012

0008	38045-510003	DZ	3.2900
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ICE CREAM CUP, VANILLA CHOCOLATE DIXIE CUP, 3 OUNCE, 24/CS
VAN/CHOC 014011, COTTON CANDY 018204, STRAWBERRY RIPPLE 018203,
CHOCOLATE RIPPLE 018205

0009	38045-510084	DZ	3.3900
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ICE CREAM CUP, STYROFOAM, FAT FREE, NO SUGAR ADDED, 4 OUNCE, 24/CS
0118XX VANILLA, CHOCOLATE OR CHERRY.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0010	38045-621156	DZ	3.4900
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ICE CREAM SANDWICH, ICE CREAM PLUS WAFERS, 4 OUNCE MINIMUM, 36/CS
014025

0011	38045-630044	DZ	3.1000
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SHERBET, STYROFOAM CUPS, 4 OUNCES, 24/CS
ORANGE 011528, LEMON LIME 011534

0013	38045-PINTXX	EA	1.4200
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ICE CREAM, PINTS

ICE CREAM, PINTS, ASSORTED FLAVORS, ROUND, 8/CS
0330XX VANILLA, VANILLA/CHOCOLATE, CHOC. PEANUT BUTTER, BRONX BOMBER,
COOKIE DOUGH, LIBERTY MINT.

0014	38045-PINTXX	EA	1.0500
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ICE CREAM, PINTS

SQUARE PINTS, 8/CS
8233XX VANILLA, STRAWBERRY RIPPLE, FUDGE RIPPLE, BUTTER PECAN, COOKIE
N CREAM, NEAPOLITAN

0015	38045-FUDCLE	DZ	3.6800
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ICE CREAM, FUDGE STICK, 24 BOX

014008 24/CS

0016	38045-PINTBU	BX	1.0500
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ICE CREAM, BUTTER PECAN, PINT, 8/PINT

ICE CREAM, PINTS, "PREMIUM" FLAVORS TO INCLUDE BUTTER PECAN, SQUARE
8233XX VANILLA, STRAWBERRY RIPPLE, FUDGE RIPPLE, BUTTER PECAN, COOKIE
N CREAM, NEAPOLITAN. 8/CS

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0017	38045-HOL054	CS	3.8800

STRAWBERRY SHORTCAKE ICE CREAM BAR

STRAWBERRY SHORTCAKE, 3 OZ MINIMUM, 24/CS
018215

0018	38045-630055	GL	4.9800
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SHERBET, BULK, 2 1/2 OR 3 GAL
3 GALLON

0312XX ORANGE, RASPBERRY, RAINBOW, LEMON LIME

END OF ITEM LIST

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AUTHORIZED BY: Margaret Harrison

BUYER AUTHORIZED DESIGNEE

DATE: 9/18/2012